

AGREEMENT

BETWEEN

VILLAGE OF RIDGEWOOD

-and-

RIDGEWOOD, NEW JERSEY

POLICE DEPARTMENT, SUPERIOR OFFICERS

January 1, 2009 through December 31, 2012

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AGREEMENT

PREAMBLE

This agreement is made by and between the **VILLAGE OF RIDGEWOOD**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and the Ridgewood Police Department's **Superior Officers Association (Sergeants and Lieutenants)** hereinafter referred to as "Superior Officers" or the "SOA";

NOW, THEREFORE, it is agreed as follows:

1.00 EMPLOYEES BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws 1968, the Village hereby agrees that every Superior Officer represented by the **SOA** hereunder shall have the right freely to organize, join and support the **SOA** for the purpose of engaging in collective negotiations. As a body exercising governmental power under the laws of the State of New Jersey, the Village undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any such superior officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and of the United States.

1.02 The Village further agrees that it shall not discriminate against any such superior officer with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the **SOA**, his participation in any proper activities of the **SOA**, collective negotiations with the Village pursuant hereto, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or

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conditions of employment, as prescribed by the Statutes of the State of New Jersey.

1.03 The term "superior officer" or "employee" may be used interchangeably herein and as so used shall include the plural as well as the singular and to include females as well as males, but shall be limited to those persons in the employee bargaining unit.

2.0 RECOGNITION

2.01 The Village recognizes the SOA as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all regular, full time Superior officers employed in the Village Police Department. Excluded from this representation and from this Agreement are the Chief, Captain, Patrolman, Police Radio Dispatcher, Parking Violation Officer, Auxiliary Police, Crossing Guards and all other employees by whatever title except those of Sergeant or Lieutenant.

2.02 No Superior Officer shall be compelled to join the SOA but may do so at his option.

2.03 The Village agrees that it will not enter into any contract or Memorandum of Agreement with any person other than the SOA during the term of this Agreement with regard to the categories of personnel covered hereby.

3.00 SOA REPRESENTATIVES

3.01 The Village recognizes the right of the SOA to designate two (2) representatives and one (1) alternate from among those employees represented by the SOA for the purposes of administering this Agreement. The names of these employees and any

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changes therein shall be provided in writing to the Village.

3.02 The authority of the representatives and alternate shall be limited to, and shall not exceed, the following duties and activities.

- (a) The presentation of grievance in accordance with the terms of this Agreement.
- (b) The transmission of such messages and information originating with and authorized by the SOA.

3.03 With the permission of the Chief of Police, which said permission shall not be unreasonably withheld and provided there shall thereby be no interference with the normal operations of the business of the Department, the representatives while on duty may investigate grievances and/or conduct meetings with employees regarding collective negotiations.

3.04 Representatives or alternates who are on duty at the time negotiating sessions are being held shall suffer no loss of regular straight time for time spent in such activities.

4.00 DEPARTMENTAL INVESTIGATIONS

4.01 In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

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(2) The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

(3) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

(4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

(5) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions, nor shall any threat or promise be made to induce silence.

(6) If the employee is considered a suspect, the Department shall afford an opportunity for such employee of the force, if he or she so requests, to consult with counsel, and/or the Association representative before being questioned. Said consultation shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his or her attorney.

(7) In cases other than departmental investigations, the employees shall be accorded all applicable rights under the laws of the United States or the State of New Jersey.

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(8) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department and nothing in the foregoing to the contrary shall be construed to excuse or delay the prompt execution and delivery of departmental reports.

5.00 **NO-STRIKE PLEDGE**

5.01 The SOA covenants and agrees that during the term of this Agreement neither the SOA nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Village.

5.02 In the event of a strike, slowdown, work stoppage or walkout, it is covenanted and agreed that participation in any such activity by any member of the negotiating unit shall entitle the Village to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.

6.00 **SALARIES**

6.01 During the term of this Agreement, the following wage increases shall be applied across-the-board to each rank, step and position covered by this bargaining unit:

Effective January 1, 2009	-	2.1%
Effective July 1, 2009	-	2.1%
Effective January 1, 2010	-	2.1%
Effective July 1, 2010	-	2.1%
Effective January 1, 2011	-	2.1%
Effective July 1, 2011	-	2.1%
Effective January 1, 2012	-	2.1%
Effective July 1, 2012	-	2.1%

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6.02 The base annual salaries of all employees covered by this Agreement shall be set forth in Appendix "A".

6.03 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed retroactive to the effective dates noted on Appendix "A", paid as soon as possible after the execution of this Agreement as practicable.

**7.00 WORK DAY, WORK WEEK AND OVERTIME (EXCLUDING
DETECTIVE BUREAU AND JUVENILE BUREAU)**

7.01 The normal workday shall be eight (8), ten (10) or twelve-hour (12)-work chart as agreed upon and outlined in Appendix "C". The workday shall include appropriate rest and meal periods.

7.02 The present work schedule practice shall be maintained except in cases of full departmental mobilization.

7.03 Work in excess of the employee's basic workweek or tour for a day is overtime.

7.04 Overtime shall be paid as paid overtime compensation (time and one-half).

7.05 Overtime compensation may be taken on a compensatory hours off basis, rather than paid in cash, at the discretion of the employee. Overtime may be accrued within the maximum limits of the Federal Fair Labor Standard Act. Compensatory time off must be requested by the employee and approved by the Chief of Police in the same fashion as other holiday requests.

7.06 The extra duty rate for police personnel working for outside vendors on an extra duty basis shall be as set forth below:

Effective January 1, 2009	-	\$77.00
Effective July 1, 2009	-	\$78.00
Effective January 1, 2010	-	\$80.00
Effective July 1, 2010	-	\$82.00
Effective January 1, 2011	-	\$83.00
Effective July 1, 2011	-	\$85.00
Effective January 1, 2012	-	\$87.00
Effective July 1, 2012	-	\$89.00

8.00 **HOURLY RATE**

8.01 To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly base salary shall be divided by 2044 hours.

9.00 **COURT TIME**

9.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other Courts or Administrative Bodies.

9.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half.

9.03 When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court or Administrative Body. Subject to availability, the Department may provide an automobile for Court appearances.

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9.04 The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than one (1) hour of overtime pay. If required to attend court on a regular or assigned day off, the employee shall be entitled to a minimum of two (2) hours overtime pay.

9.05 Officers shall only be entitled to court time pay when an appearance is required because of a police investigation. All appearances of a private or civil nature, other than those related to police investigations, shall be excluded.

10.00 TRAINING PAY

10.01 The Employer agrees to compensate all employees covered by this Agreement at time and one-half rate when required to attend training courses on their own time.

11.00 STANDBY TIME FOR OTHER THAN THOSE ASSIGNED TO THE DETECTIVE BUREAU

11.01 Standby time shall be considered as time worked if the Employer requires the employee to remain in a fixed location.

12.00 DETECTIVE BUREAU PERSONNEL

12.01 Employees assigned to the Detective Bureau shall work a schedule assigned by the officer in charge at the approval of the Chief of Police. The hours of assignment will be consistent with a 2,044-hour annual chart and Appendix "C".

12.02 Overtime compensation may be taken on a compensatory hours off basis, rather than paid in cash, at the discretion of the employee. Overtime may be accrued within the maximum limits of the Federal Fair Labor Standard Act. Compensatory time off must be requested by the employee and approved by the Chief of Police in the same fashion as other holiday requests.

12.03 In lieu of the application of the eight (8), ten (10) or twelve (12) hour day limitation of Article 7.01 and the recall and standby provisions of Article 13.01 respectively, the employees assigned to the detective bureau and juvenile officers shall receive as additional compensation as follows:

First year of service in Bureau	\$1,100
After one year of service in Bureau	\$1,400
After two years of service in Bureau	\$1,800

13.00 **RECALL FOR OTHER THAN THOSE ASSIGNED TO THE DETECTIVE BUREAU**

13.01 Any employee who is called back to work after completion of his regularly scheduled shift shall be guaranteed a minimum of three (3) hours of overtime work (at the time and one-half rate) or pay in lieu thereof at the same three (3) hours overtime minimum.

13.02 The three (3) hour provision shall not apply for overtime work which is contiguous to a regularly scheduled shift. In such cases where the overtime work is contiguous to a regularly scheduled shift, the employee shall be paid for the time actually worked (at the time and one-half rate). As used herein, overtime work is contiguous to a regularly scheduled shift where it is directly subsequent to and continuous to a regularly scheduled shift.

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13.03 An employee will not be paid overtime when recalled to duty to correct an omission, oversight or error in his investigation, reports or other required documents. It is the intent of this section to have accurate and complete Police reporting procedures. If an officer is required to return to duty for what he considers a frivolous reason, he may follow the grievance procedure.

14.00 **PRIORITY FOR OVERTIME**

14.01 Overtime for regularly scheduled shifts and details will be offered to regular full time employees of the Department first, in an order of preference based upon a rotating seniority roster within ranks. Non-Employer assigned overtime shall be made in accordance with current practices with equal opportunity being afforded. (See Appendix D)

14.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular officer determines that it is in the best interest of the Employer to bypass an employee or employees on the seniority list.

14.03 While this Agreement contemplates the possibilities noted in Section 14.02 it is agreed and understood that such bypassed employee or employees must become next on the list for the purpose of the overtime roster.

14.04 The purpose of this section is to equalize overtime among employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

14.05 Such overtime will be offered to persons other than full time employees only, if it has first been refused by each member on the seniority roster aforementioned.

15.00 **NON-POLICE PERSONNEL**

15.01 The Employer agrees to follow and adhere to such decisions, rulings, directives and opinions as may be rendered by New Jersey Civil Service regarding the use of non-regular police personnel.

15.02 No full time employee covered by this Agreement shall be replaced by any non-regular police personnel or part time person.

16.00 **SHIFT CHANGES**

16.01 The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to employees covered by this Agreement and shift changes shall not occur without giving affected employees twenty-four (24) hours notice except in cases of exceptional departmental emergency. Twenty-four (24) hours notice should be deemed reasonable.

17.00 **LONGEVITY**

17.01 In addition to all wages and other benefits, each employee shall be entitled to a longevity payment computed on the employee's base annual wage upon the completion of the following years of service.

<u>Years of Completed Service</u>	<u>Longevity Effective 1984</u>
4	2%
8	4%
12	7%
16	9%
20	11%
24	13%

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17.02 The said payments for longevity shall be included in bi-weekly base pay as part of yearly salary.

17.03 Notwithstanding the above, Superior officers hired subsequent to April 1, 1987 shall be subject and entitled to the following longevity schedule:

<u>Years of Completed Service</u>	<u>Percentage of Longevity Benefit</u>
4	2%
8	4%
12	6%
16	8%
20	10%

18.00 UNIFORM STANDARDS

18.01 Each new employee shall receive from the Village, free of charge, in lieu of clothing allowance, a complete uniform.

18.02 If the Village decides to change the uniform in any part thereof, it shall provide to each employee, free of charge, any such changed items. Uniform changes requested by the SOA, if approved by the Village, shall be paid for by the employees.

18.03 An employee's uniform or personal equipment which are required in his capacity as superior officer, which may become damaged as a result of a single episode during the course of his performance of his duties shall, after approval of the Chief of Police, be replaced at the expense of the Village except where such damage is caused by the negligence of the employee, and such replacement shall be made within thirty (30) days of the report of loss or damage.

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19.00 **PBA BUSINESS**

19.01 The Village agrees to grant the necessary time off without loss of pay to one (1) alternate delegate to attend the regular State Conventions of New Jersey Policemen's Benevolent Association, if at the time of his eligibility he has attained the rank of sergeant or higher.

20.00 **ANNUAL LEAVE**

20.01 The annual leave allowance shall be as set forth in this Agreement in Appendix "B".

20.02 If an employee is on annual leave and becomes sufficiently ill so as to require hospitalization four (4) days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option, upon proof of hospitalization and a physician's certificate.

20.03 No employee who is on annual leave shall be recalled except in case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Village and as determined in the sole discretion of the Village.

20.04 Annual leave shall be selected on a rotating seniority basis within rank and shall be selected by the employees covered by this Agreement and posted by the Village by February 1st of each calendar year (Appendix B).

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21.00 **PERSONAL LEAVE**

21.01 Each Superior Officer shall have twenty-four (24) hours of personal leave days per year (Appendix C). For the purpose of this clause, an employee shall not be required to advise his superior of the reason for the personal leave days.

21.02 Except in unusual cases, the employees must give the Chief of Police adequate notice of their intention to take a personal leave day and must receive approval from the Chief of Police to insure that the Village has adequate personnel on hand to perform all necessary functions.

21.03 Personal leave days are not cumulative and must be taken within the calendar year or thereafter lost.

21.04 Any such day not scheduled by December 1 or not taken by December 31 of any calendar year may be bought back by the Village of Ridgewood at current rates. If the Village elects not to buy the day back, the employee may carry the day over into the next calendar year or forfeited.

22.00 **HOLIDAYS**

22.01 In lieu of legal holidays, each employee will be entitled to thirteen (13) holidays each calendar year. Effective January 1, 2008 all paid holiday benefits shall be folded in, paid along with regular base payroll and shall be utilized for all calculation purposes.

22.02 All employees shall continue to receive twenty-four (24) hours of personal leave per year.

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22.03 The present system of the employee's option of accumulating holidays and taking them as holiday weeks, selected on a rotating seniority basis shall continue, selected in accordance with present practices.

23.00 **SICK LEAVE**

23.01 Each employee shall be granted sick leave at the rate of one (1) day per month for the first year of his appointment. Thereafter and for each full year of service he shall be granted fifteen (15) days per year. Any unused sick leave shall accumulate from year to year. The sick leave benefit shall accrue and be utilized as follows:

8-hour chart- 120 hours per annum on a prorated basis

10-hour chart- 150 hours per annum on a prorated basis

12-hour chart- 180 hours per annum on a prorated basis

23.02 Upon retirement, the retiring employee may, at his or her sole option, elect to take all of his or her accumulated sick days in a lump sum cash payment which shall be computed by multiplying one-half (1/2) of the accumulated sick days times the annual salary divided by 2044 times eight (8) hours per day:

Lump Sum Terminal Leave Payment

$$\frac{1}{2} (\text{accumulated sick leave}) \times \frac{\text{Annual Salary} \times 8}{2044}$$

The lump sum terminal leave benefit for employees hired subsequent to April 1, 1987 shall not exceed six months.

23.03 If an employee uses one day or less sick leave during the period of January 1 to June 30 in any calendar year or the period July 1 to December 31 in any calendar year, the

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employee shall be entitled to one additional leave day which may be used at the employee's option as follows:

- (a) The day may be credited to the employee's accumulated sick leave;
- (b) The day may be taken as an additional personal day. If taken as a personal day, the day must be taken before the end of the calendar year or during the first month of the following calendar year. For example, an extra personal day earned during the first six-month period of any year must be taken by January 31 of the following year. An extra personal day earned during the second six-month period of a year must be taken before July 31 of the following year.

24.00 WORK INCURRED INJURY

24.01 Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employee at full pay, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

24.02 The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said employee to present such certificates from time to time.

24.03 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or, by the final decision of the last reviewing court shall be binding upon the parties.

24.04 For the purpose of this Article, injury or illness incurred while the employee is acting in any Employer authorized activity shall be considered in the line of duty.

24.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, or as to the extent of temporary disability, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing Court.

24.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

25.00 BEREAVEMENT LEAVE

25.01 All permanent full time employees covered by this agreement shall be entitled to four (4) days leave with pay upon the death of an immediate family member. An immediate family member shall include the employee's spouse, children, parents, brothers, sisters, grandparents of the employee, mother-in-law or father-in-law of the employee, brother-in-law or sister-in-law of the employee, or any other person living as a permanent member of the employee's household.

25.02 Family shall include spouse, children, parents, brothers, sisters, and grandparents, father-in-law, mother-in-law, brother-in-law or sister-in-law of employee.

25.03 Such funeral leave shall not be charged against the employee's vacation or sick leave. Bereavement leave must be used within one (1) day after day of the funeral, interment or memorial service.

25.04 Any extension of absence under this Article, however, may be at the employee's option and with the consent of the Department Head, be charged against available vacation time or taken without pay for a reasonable period. With the prior written consent of the Department Head, accumulated sick time may be used to extend any absence under this Article.

26.00 LEAVE OF ABSENCE

26.01 All permanent full time employees covered by this Agreement may at the discretion of the Employer be granted a leave of absence without pay for a period not to exceed ninety (90) working days.

26.02 The employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Village Manager. The Village Manager shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an employee's request for a leave of absence. It is understood that no application for a leave of absence shall be made except in extraordinary circumstance.

26.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

26.04 At the expiration of such leave, the employee shall be returned to the position from which he is on leave.

26.05 Seniority shall be retained.

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27.00 **MEDICAL COVERAGE**

27.01 The Village agrees to provide Village employees and their dependents comprehensive health insurance as follows: (1) A Point-of-Service Plan (hereinafter referred to as the "Ridgewood Plan", see attached schedule at Appendix E); or (2) A Traditional Indemnity Plan (hereinafter referred to as "The Indemnity Plan"). The Ridgewood Plan will be offered at no charge to employees. The Indemnity Plan will be offered at a cost representing the amount by which the cost of the Indemnity Plan exceeds the cost of the Ridgewood Plan. This differential will be calculated annually and implemented at the beginning of each calendar year. Such payments shall be by deduction from pay.

- A. **New Hires** – New Hires will be placed in the Ridgewood Plan when hired but may change to the Indemnity Plan during periods of open enrollment.
- B. **Retirees** – Employees who become eligible for retirement on or after September 2, 1996, will be offered retiree health insurance benefits available to active employees. Retirees may apply reimbursement for Medicare B to the cost of the Indemnity Plan. It is understood that employees who achieve 25 years of service with the Village of Ridgewood and therefore are eligible to retire on or before September 1, 1996, will continue to be eligible for indemnity insurance coverage at no cost upon their retirement even if their retirement takes place after the Ridgewood Plan has been implemented. The availability of Medicare "B" or lack thereof shall have no impact whatsoever on the obligation of the Village of Ridgewood to provide retiree medical coverage to retirees, their families, surviving spouses and dependent children.
- C. **Prescription** – Employees shall be enrolled in a prescription plan under which they can obtain prescriptions required by competent medical authority for Federal legend drugs with a \$5.00 co-pay. There shall be no co-pay for drugs obtained through mail orders.
- D. If the number of doctors participating in Current MCS Plan decreases by ten percent (10%) in the plan beneficiary's zip code area, the Village agrees, upon request of the Union, to meet with the Union to review the situation, to review other PPO's, and to discuss whether the Village should consider substituting another PPO in place of MCS.

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- E. The Village agrees that the SOA shall be notified immediately and given the right to meet and discuss any modification of the health insurance provider. The general subject of health insurance shall remain negotiable consistent with applicable law.
- F. The co-pay for Doctors' visits shall be \$15.00 dollars.
- G. Should a retiree choose the "Ridgewood Plan" at retirement and, through no fault of his own, lose his ability to participate in the network "Ridgewood Plan" because the Managed Care provider Network ceases to exist, then the retired employee shall be allowed to use the Indemnity Plan free of charge.
- H. Should a Managed Care Hospital Facility not be available to a retiree within a twenty-mile radius of his home then the retiree may choose to take the Indemnity Plan. If the retiree chooses to take the Indemnity Plan, Part B Medicare reimbursements will be used to offset the differences in premium between the Indemnity Plan and the Managed Care Plan. The balance of Part B Medicare will then be refunded to the retiree.
- I. The members of the SOA agree to the point of service plan consistent with the Plan Document supplied by the employer and employer's representation of coverage. It is further agreed that there will be no reduction in the level of coverage or additional cost to the employee other than the specified co-pays provided herein. Additionally, any member may, during open enrollment periods, elect to change from his current plan to either the Indemnity Plan or the Ridgewood Plan with no limitations (i.e. Pre-existing conditions limitations or evidence of good health).
- J. If any part of this provision is prohibited by current law, then it shall not be implemented until such time as it becomes legally permissible. In any event, all other parts of this provision shall continue in full force and effect.
- K. All notices of changes in plan or plan options and elections available to employees shall be put in writing by the Employer. Employees who wish to change plans, coverage or method of contribution (including the application of Medicare B reimbursement to the cost of the Indemnity Plan) shall notify the Village in writing.

27.02 The Employer shall continue to provide the full family plan, as described above, for each employee who retires with a twenty-five (25) year service retirement or a disability retirement; through the employee's entire period of retirement. If an employee retires and receives the medical benefits after serving 25 years, the employee's spouse is

eligible for continuation of the medical benefits if the employee dies. Medical benefits coverage shall be defined as the medical benefits in effect when the retiring employee separates from active service and actually retires. The same definition shall apply in the event of death of an employee covered by this contract.

27.03 If an employee retires with less than twenty-five (25) years of service then the employee shall be entitled to continue the Plan described above at his own cost and expense.

27.04 Effective 3/1/01 the Village of Ridgewood shall change the source of medical coverage to the New Jersey State Health Benefits Program. This change shall not result in any loss of coverage to Bargaining Unit Employees or their dependants. All increases in premium during the term of this agreement shall be borne entirely by the employer.

27.05 It is acknowledged that the Village of Ridgewood has the right to change the source of coverage; however, the insurance coverage or benefits available to any covered person will be equal to or better than as provided at the time by the New Jersey State Health Benefits Plan.

27.06 All persons covered by this agreement and enrolling for health benefits coverage must acquire Medicare Parts A and B when eligible for same. Should a retiree who qualifies for retirement pursuant to the New Jersey PFRS Pension System, not have sufficient quarters of Social Security credit to obtain Medicare Parts A & B, the Village will reimburse that employee the costs thereof. The reimbursement shall commence once said employee has provided the Village with proof of enrollment. Proof of enrollment shall be a copy of either a Medicare Enrollment Card, or a confirmation letter of enrollment from the Social Security Administration. Reimbursement payments for Part A & B will be made semi-annually.

27.07 Effective 3/1/01 the Village of Ridgewood shall change the source of prescription drug benefit to the New Jersey State Prescription Drug Plan. The prescription drug program benefit will cover all employees and retirees as well as their respective families. The plan shall provide the following benefit:

\$3 (three dollar) co-payment per generic medication

\$10 (ten dollar) co-payment per brand name medication

27.08 The Village of Ridgewood shall have the right to change the source of coverage to the prescription drug benefit as long as such change does not result in any loss or reduction in benefit to any covered person.

27.09 The Village will pay up to a maximum of twenty dollars (\$20) per month per employee toward the total of a dental plan similar to the current plan administered by Delta Dental of New Jersey. The Village shall retain the right to provide equal or better coverage from another plan or insurance carrier.

27.10 Employees covered by this agreement are eligible for up to one hundred dollars (\$100) per year payment from the Village of Ridgewood as a self-administered eyeglass insurance plan. To be eligible for reimbursement, the employee must first present proof of an eye examination. In any two-year period, in which the Village would reimburse up to one hundred dollars (\$100) per year, the employee must have at least one eye examination. The remaining amount of eligible \$200 (\$100 per year for two years) can be spent on eyeglass or contact purchase. Vouchers for either examination or eyeglass/contact expense, shall be presented to the Finance Department for reimbursement.

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27.11 The Village of Ridgewood shall have the option of deducting up to twenty dollars (\$20.00) towards a medical co-payment for insurance in each of up to twenty-four (24) pays (maximum total four hundred eighty dollars (\$480.00) per year). This provision shall take effect upon at the earlier of January 1, 2010 or all of the other Village's collective negotiations units agreeing to the health insurance contribution or having it imposed through an interest arbitration proceeding, whichever occurs first. The co-payment provision provided in this paragraph shall not be effective retroactively to any retiree from either bargaining unit. If a future retiree separates from service while there is an effective co-pay provision in place, it shall continue into said future retirees' retirement term at that same rate of contribution.

28.00 **INSURANCE**

28.01 The Village agrees to defend and indemnify all employees covered by this agreement for any claims arising out of and/or incidental to the performance of their duties as superior officers as construed and applied by the laws of the State of New Jersey or other applicable law, including but not limited to claims for false arrest, false detention or false imprisonment, malicious prosecution, libel, slander, defamation, invasion of civil rights, rights of privacy, wrongful entry or eviction, or other invasion of the right of private occupancy.

28.02 The Village may purchase or provide insurance coverage applicable to the above sections which shall not be construed as limiting or expanding the Village's responsibilities under N.J.S.A. 40A:14-0155 or other applicable law.

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28.03 The coverage under this Article shall be modified to include first aid given on or off duty.

29.00 **BULLETIN BOARD**

29.01 The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

29.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of employees.

30.00 **CEREMONIAL ACTIVITIES**

30.01 In the event a police officer in another department in the State of New Jersey is killed in line of duty, the employer may assign at least two (2) uniformed, off-duty superior officers of the Department to participate in funeral services for the said deceased officer.

30.02 In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Village, subject to the availability of same, will provide a department police vehicle to those off-duty employees wishing to attend same.

31.00 **PERSONNEL FILES**

31.01 A separate personnel history file shall be established and maintained for each employee covered by this agreement; personnel history files are confidential records and shall be maintained in the office of the Chief of Police.

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31.02 Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

31.03 Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him and shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

31.04 All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

32.00 **MILITARY LEAVE**

32.01 Military leave for employees training or serving with the National Guard of the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

33.00 **PENSION**

33.01 The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and Laws of the State of New Jersey.

33.02 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

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34.00 **GRIEVANCE PROCEDURE**

34.01 For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate.

34.02 This grievance procedure shall cover issues of application or interpretation of this Agreement, and, meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

34.03 The following constitutes the sole and exclusive procedure for settlement of grievances and shall be followed in its entirety unless waived by the parties.

(a) **STEP ONE**

An employee with a grievance shall within seven (7) calendar days of the occurrence of the event being grieved present the same to his immediate superior. After full disclosure of the facts surrounding the event being grieved, the immediate superior and the grievant must make every earnest effort to reach a satisfactory settlement with the employee and griever. The immediate supervisor shall render a decision within five (5) calendar days of his receipt of the grievance.

(b) **STEP TWO**

In the event the grievance is not resolved at Step One, the employee shall reduce the grievance and decisions respectively to writing and file same with the next higher Superior officer of the unit to which the employee is assigned within five (5) calendar days

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who shall thereupon render his decision in writing within five (5) calendar days of his receipt of the matter and all respects related thereto.

(c) STEP THREE

In the event the grievance is not resolved at Step Two, the matter and all reports shall be submitted to the Chief of Police for his determination in writing within seven (7) calendar days of his receipt of the matter and all reports related thereto. In the absence of the Chief of Police, the grievance shall be presented to the ranking officer in charge of the department for determination. The Chief of Police, or ranking officer in charge of the Department in the absence of the Chief of Police, shall respond to the grievance within seven (7) calendar days of his receipt of the matter.

(d) STEP FOUR

If the employee wishes to appeal the determination of Step Three proceeding, the grievance shall be submitted in writing together with description of prior steps to the Village Manager, who shall decide the matter within twenty (20) calendar days of the presentation to him.

(e) STEP FIVE

1. If the grievance is not settled through the proceeding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination of Step Four proceeding. The arbitrator or arbitrators shall be selected in accordance with the rules of said Commission and the expense of the arbitrator or arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

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2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Manager. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

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35.00 **SAVINGS CLAUSE**

35.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

36.00 **OFF-DUTY POLICE ACTION**

36.01 Since all superior officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agreed to the following:

(a) An action taken by a member of the Ridgewood Police Force on his time off, within the State of New Jersey, in an emergency situation and which action would have been taken by an officer on active duty if present and available or at the request of another superior officer, shall be considered police action, provided, however (a) the same shall be promptly reported to the Police Department in the jurisdiction where the action occurs and to the Ridgewood Police Department, and (b) shall have been taken pursuant to the regulations of the Ridgewood Police Department and any applicable statutes of the State of New Jersey. An employee performing such police action shall have all of the rights and benefits concerning such action as if he were on active duty.

(b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed, off-duty superior officers, and further recognizing the weighty responsibility and hazards confronting such armed, off-duty superior officers, the Employer agrees to pay such employees an additional sum of one dollar (\$1.00) per year for off-duty time which will be deemed included in his regular base pay.

37.00 **MILEAGE ALLOWANCE**

37.01 Whenever an employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance equivalent to the standard business mileage rate as published by the Internal Revenue Service.

38.00 **MATERNITY LEAVES**

38.01 Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female employee. Thirty (30) days notice shall be given to the Employer.

39.00 **VOLUNTARY SWAPPING OF SHIFTS**

39.01 Employees covered by this Agreement shall have the right to swap shifts of work with each other providing that the Employer incurs no additional expenses by virtue of such exchanged shifts. The Employer shall be given adequate notice of such exchange in advance of the swapped shift. All swaps may be permitted at the sole discretion of the employer. It is the intent of this article to give latitude to employees to swap shifts, providing that productivity of the Department is maintained.

40.00 **NO WAIVER**

40.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

40.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled by law.

41.00 **VILLAGE'S RIGHTS**

41.01 The Village hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

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42.00 **SENIORITY**

42.01 Seniority which is defined as continuous employing with the Village from date of last hire, will be given due consideration by the Village under the following circumstance: The most senior employee within ranks shall be given preference in the selection of annual leave, provided that there is no interruption of the normal operations of the Village.

43.00 **WORK IN HIGHER RANK**

43.01 When an employee works in a higher rank, he shall receive the pay of that higher rank in which he is working and the Village shall not defeat the intent of this clause by shifting two or more employees to cover the higher rank in question.

43.02 If an employee is appointed to be acting in a higher rank by the Chief of Police, immediately prior to the promotion of a higher rank, the employees time in grade shall be calculated to include the total time in grade both acting and permanent.

44.00 **FUTURE NEGOTIATIONS**

44.01 This Agreement represents and incorporates the result of collective bargaining between the parties during which negotiations both parties had an opportunity to present and discuss all negotiable issues and make proposals.

44.02 This clause shall not affect negotiations of a successor Agreement.

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45.00 **MINOR DISCIPLINARY PROCEDURE**

45.01 A. Any Superior officer who is issued minor discipline shall be provided written notice of such discipline in the form of a Notice of Minor Disciplinary Action. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged action or conduct upon which the charge is based and the nature of the discipline being imposed.

B. Within five (5) days of receipt of the Notice of Minor Disciplinary Action, an officer may request review of the discipline before the Chief of Police. Such review will be held as expeditiously as possible. The officer will be given an opportunity to present evidence as to why he/she believes the discipline is not justified. Within five (5) days of said meeting, the Chief of Police shall investigate the disciplinary action and shall advise the employee as to his decision.

C. Within five (5) days of receipt of the Chief of Police's determination, the officer may seek review by the Village Manager. The Village Manager shall investigate the matter and shall render a decision as to the legitimacy of the discipline. The Village Manager shall issue a decision within five (5) days.

D. Within ten (10) days of receipt of the decision of the Village Manager, the aggrieved Superior Officer may seek review of the decision of the Village Manager by way of filing a Request for a Submission of a Panel of Arbitrators to the Director of Arbitration of the Public Employment Relations Commission. The rules and regulations of the Public Employment Relations Commission governing grievance arbitration shall be applicable to the selection of the arbitrator and the conduct of the arbitration proceeding.

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E. The arbitrator shall review the decision of the Village Manager under a traditional "just cause" standard of review. The arbitrator shall be empowered to reverse or modify any disciplinary penalty imposed by the Village Manager and to award other "make whole" remedies that may be deemed just and proper by the arbitrator.

F. The arbitrator shall have no power to increase the disciplinary penalty imposed by the Village Manager.

G. The cost of the arbitration shall be borne equally by the parties.

46.00 **PUBLIC EMPLOYMENT RELATIONS COMMISSION**

46.01 As part of this Agreement, the employee organizations agree to withdraw the following pending Public Employment Relations Commission proceedings:

PERC Docket No.: AR-2007-515
PERC Docket No.: AR-2007-516
PERC Docket No.: CO-2007-357
PERC Docket No.: CO-2007-365

47.00 **RATIFICATION**

47.01 This Contract is subject to ratification by both the Village of Ridgewood and the Superior Officers Association. All Committee members agree to recommend ratification.

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48.00


TERM OF CONTRACT

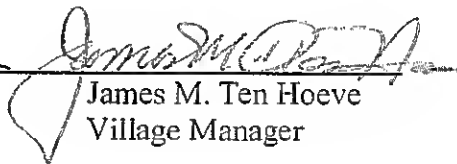
48.01 This contract shall take effect on January 1, 2009 and shall terminate on December 31, 2012.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this day of March 9, 2009.

ATTEST:


VILLAGE OF RIDGEWOOD

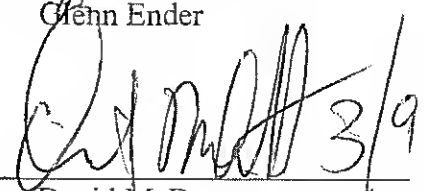

Heather A. Mailander
Village Clerk


James M. Ten Hoeve
Village Manager

ATTEST:

RIDGEWOOD POLICE DEPARTMENT
SUPERIOR OFFICERS ASSOCIATION

By: 
Glenn Ender

By:  3/9/09
David McDermott

Appendix "A"

<u>Sergeant</u>	<u>1/1/2009</u>	<u>7/1/2009</u>	<u>1/1/2010</u>	<u>7/1/2010</u>	<u>1/1/2011</u>	<u>7/1/2011</u>	<u>1/1/2012</u>	<u>7/1/2012</u>
Step 1	\$113,541	\$115,926	\$118,360	\$120,846	\$123,383	\$125,975	\$128,620	\$131,321
Step 2	\$116,991	\$119,448	\$121,957	\$124,518	\$127,132	\$129,802	\$132,528	\$135,311
Step 3	\$120,441	\$122,971	\$125,553	\$128,190	\$130,881	\$133,630	\$136,436	\$139,301

<u>Lieutenant</u>	<u>1/1/2009</u>	<u>7/1/2009</u>	<u>1/1/2010</u>	<u>7/1/2010</u>	<u>1/1/2011</u>	<u>7/1/2011</u>	<u>1/1/2012</u>	<u>7/1/2012</u>
Step 1	\$126,971	\$129,637	\$132,359	\$135,139	\$137,977	\$140,874	\$143,833	\$146,853
Step 2	\$135,820	\$138,672	\$141,584	\$144,557	\$147,593	\$150,692	\$153,857	\$157,088

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APPENDIX "B"
ANNUAL LEAVE

<u>Completed Years of Service</u>	<u>Days Annual Leave</u>
1	13
2	13
3	13
4	13
5	14
6	14
7	14
8	14
9	14
10	16
11	16
12	16
13	16
14	16
15	16
16	17
17	18
18	19
19	20
20	23
21	23
22	24
23	24
24	25
25	26
26	27
27	28
28	29
29	30

One additional day per year after completion of 30 years. There shall be a 30 day vacation maximum for any employees hired after September 15, 1989.

APPENDIX "C"

TWELVE HOUR SHIFT

THREE/TWO SCHEDULE

On March 16, 1999 the Village and the SOA entered into an agreement with regard to a 3/2 – 12 hour work schedule. The agreement with regard to how this will operate is appended to this agreement as Appendix "C".

The three/two work schedule divides the patrol division into two (2) separate platoons. Each platoon would consist of two (2) squads.

While one platoon works a combination of 24-hour duty days, the other platoon is off duty for the same combination of days.

A duty day for each Superior officer working the 3/2 schedule shall consist of the following:

- 1) Each workday shall consist of twelve (12) hours.
- 2) Each workday will provide for one (1) one-half hour meal period and three (3) fifteen (15) minute breaks. Conditions permitting each Superior Officer may combine break periods.
- 3) Each officer shall have a minimum of at least eight (8) hours off between shifts.

The 3/2 schedule with twelve (12) hour duty calls for a total of 2,190 hours to be worked by each member. The current work agreement between the Village and SOA requires each member to work 2044 hours per year at straight time, the Village agrees to give back to each member 146 hours in compensatory time per year so that each member will continue to work 2044 hours per year. Members working an eight (8) or a ten (10) hour shift shall receive 54 hours of compensatory time per year. Compensatory time is subject to manpower requirements and approval from the Chief of Police.

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The members of the bargaining unit not assigned to the patrol division shall be permitted to work a ten-hour work chart. The agreement for the ten-hour work chart shall be the same as the twelve-hour work chart, with the following changes. The members of the bargaining unit that will work the ten-hour work chart shall work the same amount of hours per year. Any hours over the contractual time shall be returned as compensation time in the same manner as the twelve-hour work chart. All vacation, holiday and personal time will be converted to hours and divided by ten (10) hours. All other aspects of this agreement shall be the same as the twelve-hour work chart.

WORK SCHEDULE

Shift Schedule: Members shall pick either the day or night shift based on their preference in seniority. The three/two schedule shall consist of two (2) platoons, each with two (2) shifts; each shift shall be twelve (12) hours in duration. When Platoon A is working Platoon B shall be off:

Day Shift 0700-1900 hrs.

Night Shift 1900 – 0700 hrs.

Shift hours to be mutually agreed upon by the SOA and Chief of Police.

Patrol Division

Platoon 1

(1) Lieutenant

(3) Sergeants

Platoon 2

(1) Lieutenant

(3) Sergeants

Other bureaus within the department choosing to work the (8), (10) or (12) hour schedule shall meet with the Chief of Police or his designee to determine shift scheduling for

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their respective bureau.

MANNING AND SHIFT SELECTION

Shift Assignment: Shift assignment shall be made once a year in accordance with the seniority bid system. Shifts shall be twelve (12) hours in duration with starting/ending times outlined in this schedule. Standard slips for shift selection shall be distributed to all employees so that shift assignments can be made.

Shift Preference: Each employee shall list his first and second preference for shift assignment, and consistent with efficient operation of the Department, assignments shall be made based upon seniority. The procedure to be used shall provide the employee with his highest shift preference in accordance with seniority and the efficient operation of the Department. If the members' first choice is not available, the member shall be given his second choice, if available, and so on until his shift is assigned. Employees must submit their shift preference in writing to the Chief of Police or his designee by December 15 and shift assignments are to be posted by December 31.

Available Shifts: A – Steady Days
 B – Steady Nights

Non-bid Positions: Any member who has not completed one (1) year of service with the Department is not entitled to participate in the bid process. In the case of a recruit, one (1) year shall commence from the date of graduation from the Police Academy. Employees who are given credit for previous police experience shall commence their one (1) year from the date of appointment to the Department. Any such members shall be given duty assignments consistent with the needs of the Department. Such assignments are not grievable.

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VACANCIES OF SHIFTS

Announcement of Vacancies: Any vacancies on any shift created by retirement, death, resignation or promotion, which occurs after finalization of the yearly seniority bid selections, will be announced via a departmental memorandum. Superior officers desiring to bid on such vacancies must submit such bids in writing to the Chief of Police or his designee, providing the manpower of the Department allows an immediate filling of the vacancy, without creating overtime situations, the vacancy shall be filled as quickly as possible.

Switching of Shifts: Members shall be permitted, with the approval of the Chief of Police or his designee, to voluntarily switch shifts during the calendar year with another member of the SOA. Should the Chief of Police or his designee deny a switch of shifts between members, a bona fide reason shall be given in writing.

Employees Shift Changed by Management: Management may change any employee's shift only for reasons stated below and only in accordance with the following procedure:

1. Except in a bona fide police emergency, an employee must be provided at least twenty-four (24) hour notice of an impending shift change.
2. The employee must be provided with the reason(s) for said change. Once the reason for the change has been satisfied, the employee must be returned to the original shift.
3. If management has a need to make a shift change, management shall ask the senior most officer if he/she is desirous of a shift change, and so on down the seniority list, in an effort to secure a volunteer. Absent a volunteer, management shall switch the junior most available officer into the needed time slot.

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ORDER OF VACATION PREFERENCE

Given that there are four (4) separate and distinct shifts in the patrol division, there can be created four (4) vacation slots for the calendar year.

Vacation preference within each shift shall be exercised according to seniority.

Vacation picks shall be made by a given deadline as selected by the Chief of Police.

The vacation schedule shall be subject to the approval of the Chief of Police, consistent with the best interest of the Police Department.

Members will be limited to three weeks vacation during the summer months in accordance with the current SOA resolution governing vacation picks.

For the purposes of this agreement the patrol division shall pick a vacation preference separately from all other divisions.

Vacation Time – Annual Leave

Years of Completed Service	(8) Hour Work Chart Days*	(10) Hour Work Chart Days	(12) Hour Work Chart Days
1	13	11	9
2	13	11	9
3	13	11	9
4	13	11	9
5	14	12	10
6	14	12	10
7	14	12	10
8	14	12	10
9	14	12	10
10	16	13	11
11	16	13	11
12	16	13	11
13	16	13	11
14	16	13	11
15	16	13	11
16	17	14	12
17	18	15	12
18	19	16	13
19	20	16	14
20	23	19	16
21	23	19	16
22	24	20	16
23	24	20	16
24	25	21	17
25	26	21	18
26	27	22	18
27	28	23	19
28	29	24	20
29	30	24	20
30	31	25	21

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Personal Days and Holidays - as set forth in this contract is folded-in and made part of base pay. As such, it is to be utilized for all calculations

Sick Time: Nothing in this agreement shall have effect upon the sick provisions (Section 23.00 – 23.03).

Any accumulated sick time to be taken in pay upon a member's retirement shall continue to be accumulated as eight (8) hour days under this agreement, inclusive of sick incentive days.

Sick incentive days utilized as time off shall be taken as an eight (8), ten (10) or twelve (12) hour days according to an employees work chart. Members accumulated sick time will be eight (8), ten (10) or twelve (12) hour days and may be used as such for terminal leave.

Sick incentive days shall be paid at eight (8), ten (10) or twelve (12) hour days, according to an employees work chart in either sick or compensatory time.

Bereavement Leave: Shall be four (4) – eight (8), ten (10) or twelve (12) days with pay.

Duty Day: A member while actively on duty shall not be assigned to any one post longer than six (6) hours. A member will work a post for six (6) hours then rotate to another post for the remainder of his shift; i.e., no member to walk CBD post for twelve (12) hours straight, no member to be assigned desk duty for twelve (12) hours straight. Subject to the approval by the Chief of Police.

Overtime: Overtime is defined as any work in excess of the basic eight (8), ten (10), or twelve (12) hour workday, according to an employees work chart or any work on a regular day off (R.D.O.) as defined by the three-two-work chart.

Contract provisions not specifically addressed in this memorandum shall not be affected by implementation of the three/two work schedule.

Training: All department training and in-service classes shall be considered a members duty day when training falls on a day a member is regularly scheduled to work. If the training is less than twelve (12) hours, the employee at their option shall take four (4) hours compensatory time or work an additional four (4) hours to make up their work day.

Time to be Carried over: All benefit time to be carried over from the previous year shall be converted into hours and divided by ten (10) or twelve (12) depending on the schedule worked, with the exception of sick time.

APPENDIX "D"

Overtime assignments are divided into three (3) categories:

- (1) Emergency assignment – a rapid short notice
- (2) Patrol assignment, working overtime for patrol functions for the Village of Ridgewood Police Department
- (3) Sign-up assignment – (120 hour notice) – should be viewed by most eligible sworn officers. Once this sign up sheet is viewed the assignment will be made by selecting the officer with the most time from the last assignment. When a tie develops between officers, reviewing work assignments will be done prior to the last assignment and will be used to break any ties.

All overtime assignments will be noted in one of three corresponding books, which will govern all overtime. These books will be color-coded.

Emergency

Overtime will be red; patrol overtime will be green and sign up overtime will be blue.

Revised 4/6/2000

Appendix "D"

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APPENDIX E

**AMENDMENT TO THE
PLAN DOCUMENT OF**

THE VILLAGE OF RIDGEWOOD

Plan Number: 501 IRS Tax ID Number: 22-600-225 7

Effective June 28, 1996, the document specified above is amended by the provision set forth below:

The following provision is hereby added to the Plan:

**VILLAGE OF RIDGEWOOD
OPTION B PPO PLAN**

SCHEDULE OF BENEFITS

COMPREHENSIVE MAJOR MEDICAL EXPENSE BENEFITS

**All benefit payments are limited to the Reasonable
And Customary Charges only, except as specified.**

Lifetime Maximum Benefit.....\$1,000,000

	<u>PREFERRED PROVIDER</u>	<u>STANDARD PROVIDER</u>
<i>Calendar Year Deductible</i>		
Individual	N/A	\$250
Family	N/A	\$500
<i>Benefit Percentages Payable After Satisfaction of the Deductible Unless Specified Otherwise)</i>	100%	70%

Benefits, except as otherwise specified, will increase to 100% after the out-of-pocket limits is satisfied.

Calendar Year Out-of-Pocket Limit

Individual	N/A	\$1,500
Family	N/A	\$3,000

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[Signature]

NOTE: Expenses incurred for the following cannot be applied toward the out-of-pocket limit:

1. The deductible;
2. Co-payments;
3. The penalty amount; (any charge above usual and customary)
4. Any charge excluded in the General Limitations;
5. Inpatient and outpatient treatment of Mental/Nervous Conditions, Chemical Dependency and Alcoholism treatment.

NOTE: THE DEDUCTIBLE, OUT-OF-POCKET LIMIT AND MAXIMUMS ARE COMBINED FOR BOTH THE PREFERRED AND STANDARD PROVIDERS.

***Benefit Percentages
and Allowances***

	<u>PREFERRED PROVIDER</u>	<u>STANDARD PROVIDER</u>
Diagnostic X-Ray and Lab Services	\$15 co-payment per visit, then 100%	70%
Emergency Room Services	\$50 co-payment*, then 100%	70%
*NOTE: The co-payment applies to all charges incurred during the course of the emergency room visit, including the Physician's charges, facility fee, lab and x-ray, and will be waived if the Covered Person is admitted directly to the Hospital.		
<i>Home Health Care</i>	100%	70%
Calendar Year Maximum	90 Visits	90 Visits
<i>Home Medical Services</i>	100%	70%
Maximum per Week	1 visit	1 visit
Maximum per 61 Days Following Hospital Discharge	8 visits	8 visits
<i>Hospital Services</i>		
<u>Inpatient</u>	100%	70%
Room and Board	Average semi-private	Average semi-private
Intensive Care Unit	Actual Charge	Actual Charge
Miscellaneous Services and Supplies	100%	70%

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<u>Outpatient</u>	100%	70%
<i>Maternity Expenses</i>		
All Female Covered Persons	Same as any other illness	Same as any other illness

	<u>PREFERRED PROVIDER</u>	<u>STANDARD PROVIDER</u>
<i>Organ or Tissue Transplants</i>	100%	70%
Maximum Benefit per Procurement	\$10,000	\$10,000
Maximum Benefit for Transportation, Lodging and Meals	\$10,000	\$10,000
Daily Limit for Lodging and Meals per Transplant	\$200	\$200
Maximum Benefit for Private Duty Nursing per Transplant	\$10,000	\$10,000
<i>Physical Therapy</i>	\$15 co-payment per visit, then 100%	70%
<i>Physician's Office Visits</i>	\$15 co-payment*, then 100%	70%

*NOTE: A single co-payment applies to the charges for the office visit only. The charges for office visit, allergy injections, and X-Ray and laboratory services rendered on the day of the office visit, and surgery performed in the office, provided an office visit charge is made.

<i>Radiation/Chemotherapy</i>	\$15 co-payment per visit, then 100%	70%
<i>Routine Physical Examination</i>	\$15 co-pay per exam, then 100%	Not covered
<i>Skilled Nursing Facility</i>	100%	70%
Daily Allowance	50% of the average semi-private rate	50% of the average semi-private rate
Year Maximum	60 days	60 days
<i>Shock Therapy</i>	100%	70%
Calendar Year Maximum	12 treatments	12 treatments

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<i>Speech Therapy</i>	\$15 co-payment per visit, then 100%	70%
<i>Well Baby Care</i>	\$15 co-payment per visit, then 100%	Not Covered
<i>Mental/Nervous Conditions, Chemical Dependency Treatment</i>		
<u>Inpatient</u>	100%	50%*
Calendar Year Maximum	50 Days	50 Days
<u>Outpatient</u>	80%*	50%*
Alcoholism Treatment		
<u>Inpatient</u>	100%	70%
<u>Outpatient</u>	50%*	50%*
<i>Mental/Nervous Conditions Chemical Dependency/Alcoholism Treatment</i>		
Combined Calendar Year Maximum Benefit	\$10,000	\$10,000
Combined Lifetime Maximum Benefit	\$20,000	\$20,000

***NOTE:** This percentage will never increase to 100%, nor accumulate toward the out-of-pocket limit.

WORK SCHEDULE

Shift Schedule: Members shall pick either the day or night shift based on their preference in seniority. The three/two schedule shall consist of two (2) platoons, each with two (2) shifts; each shift shall be twelve (12) hours in duration. When Platoon A is working Platoon B shall be off:

Day Shift	0700 – 1900 hrs.
Night Shift	1900 – 0700 hrs.

Shift hours to be mutually agreed upon by the SOA and Chief of Police.

8 Superiors assigned to the patrol division

<u>A Platoon</u>	<u>B Platoon</u>
Day Shift = (1) Lieutenant and (1) Sergeant	(1) Lieutenant and (1) Sergeant
Night Shift – (1) Lieutenant and (1) Sergeant	(1) Lieutenant and (1) Sergeant

Other bureaus within the department choosing to work the (8), (10) or (12) hour schedule shall meet with the Chief of Police or his designee to determine shift scheduling for their respective bureau.

MANNING AND SHIFT SELECTION

Shift Assignment: Shift assignment shall be made once a year in accordance with the seniority bid system. Shifts shall be twelve (12) hours in duration with starting/ending times outlined in this schedule. Standard slips for shift selection shall be distributed to all employees so that shift assignments can be made.

Shift Preference: Each employee shall list his first and second preference for shift assignment, and consistent with efficient operation of the department, assignments shall be made based upon seniority. The procedure to be used shall provide the employee with his highest shift preference in accordance with seniority and the efficient operation of the Department. If the members' first choice is not available, the member shall be given his second choice, if available, and so on until his shift is assigned. Employees must submit their shift preference in writing to the director or his designee by December 15 and shift assignments are to be posted by December 31.

Available Shifts:	A – Steady Days
	B – Steady Nights

Non-bid positions: Any member who has not completed one (1) year of service with the Department is not entitled to participate in the bid process. In the case of a recruit, one (1) year shall commence from the date of graduation from the Police Academy. Employees who are given credit for previous police experience shall commence their one (1) year from the date of appointment to the Department.

**VILLAGE OF RIDGEWOOD AND RIDGEWOOD SOA
CORRECTION OF CONTRACT ERRORS**

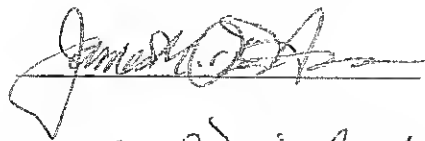
The Village of Ridgewood and the Ridgewood SOA have, upon further review of the recently executed contract have noted certain errors in draftsmanship which are intended to be corrected by the specifications below:

1. Wherever in the contract the phrase "Director of Department" is utilized said phrase shall be interpreted to mean "Director/Chief of Police".
2. Paragraph 23.01, Sick Leave, shall be modified by deleting the phrase "one day per month upon appointment" as unnecessary as Employees in the SOA all enter the bargaining unit as result of promotion, not appointment.
3. The work schedule language set forth at page 40, "Shift Schedule", shall be modified by replacing said language with the proceeding contract language of page 42 of said prior contract, also the first section designated "Shift Schedule". The language meant to be utilized is set forth as Attachment A to this Errata Sheet.

The above corrections to the previously signed contract are meant to be read with said contract and become part thereof.

Signed this 9th day of March, 2009.

VILLAGE OF RIDGEWOOD


Heather A. MacLander

RIDGEWOOD POLICE SUPERIOR
OFFICERS, LOCAL NO. 20


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